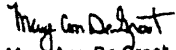


193935

Office of County Recorder
Pipestone County, Minnesota
I hereby certify that the
within instrument was filed on
November 22, 2004 at 02:05 PM


Mary Ann De Groot
Pipestone County Recorder

PROTECTIVE COVENANTS – SOUTHWEST ACRES ADDITION

WHEREAS, the Pipestone Economic Development Authority is the owner of the land described below and is of record according to the plat thereof on file in the office of the County Recorder of Pipestone County, State of Minnesota.

Lots 1 and 2, Block 1; Lots 1 – 6, Block 2; Lots 1 – 6, Block 3, Southwest Acres
First Addition to the City of Pipestone, Pipestone County, Minnesota.

AND WHEREAS, the said owner is desirous of creating protective covenants and restrictions affecting all of the lots as described above for the purpose of insuring the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby secure each site owner the full benefit and enjoyment of their home, with no greater restriction on the free and undisturbed use of their site than as necessary to insure the same advantages to the other site owners.

NOW THEREFORE, the owner does hereby establish and create the following protective covenants and restrictions affecting the aforesaid lots in Southwest Acres Addition meaning and intending to establish a uniform plan for the benefit of all lot owners and to continue said covenants running with the land.

1. All lots shall be used as residential lots and shall be improved and occupied in accordance with these restrictions and covenants.
2. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached-single family dwelling not to exceed 2-1/2 stories in height. Such dwelling shall have an attached garage for at least two vehicles, but not more than four vehicles. Such dwelling may have an attached building for storage purposes, but no dwelling may have any detached buildings for storage purposes. Detached buildings in the form of gazebos, pool houses, or the like shall be permitted. No satellite dishes exceeding 18" in diameter or short wave radio antennas shall be permitted.
3. The ground floor area of the main structure exclusive of one story breezeways, porches, and garages, shall not be less than 1,750 square feet for a one-story or split entry dwelling or less than 1,500 square feet for a dwelling of more than one-story. No dwelling shall be located on any lot nearer than 25 feet from the front line. All other setback lines shall be in accordance with the City of Pipestone's zoning and building codes.
4. No houses of any type or design may be erected on any site located within Southwest Acres except those constructed on site.
5. No owner of any lot shall park thereon any recreational vehicle, boats, trailers and the like, or other large vehicle unless parked within a structure located on the property, unless such vehicle is to be parked thereon on a temporary basis of no more than 72 hours. Owners will further refrain from using public streets in the addition for parking of such vehicles, unless on a temporary basis as stated above.

6. No trailer, basement, tent, shack, garage, barn or other outbuilding or uncompleted structure erected in said addition shall be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence. All structures shall be completed, finished on the exterior thereof within twelve (12) months after commencement of construction.
7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which might become an annoyance to the neighborhood.
8. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. No more than two cats and/or dogs may be kept at one time. Outdoor kennels to house pets shall be permitted, but shall be constructed and located in such a manner as to not interfere with the use and enjoyment of other lots in the addition. As to all lots, all animals must be kept in such a manner that they are confined to the lot of the owner.
9. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, other waste, including leaves and grass clippings, shall not be kept except in a sanitary container.
10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until November 1, 2025, after which time said covenant shall be automatically extended to successive periods of 10 years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change, add to or eliminate said covenants in whole or in part.
11. Invalidation of any one or more of the provisions herein by judgment or court order shall not affect any of the other provisions and such other provisions shall remain in full force and effect until the date of expiration.
12. Enforcement of the foregoing shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or provision herein, either to restrain violation, to specifically enforce compliance, or to recover damages by any part hereto or party claiming under them.

IN TESTIMONY WHEREOF, the undersigned owner has hereunto set his hand this 12th day of April, 2004.

PIPESTONE ECONOMIC DEVELOPMENT AUTHORITY

Steven B. Werner
By: Steven B. Werner, President

STATE OF MINNESOTA)
) ss
COUNTY OF PIPESTONE)

On this 12th day of April 2004, before me, Jeffrey R. Jones, a Notary within and for said County and State, personally appeared Steven B. Werner to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Jeffrey R. Jones

Drafted by: Pipestone Economic Development Authority
119 2nd Ave SW
Pipestone MN 56164



209197

Office of County Recorder
Pipestone County, Minnesota
I hereby certify that the
within instrument was recorded on
December 6, 2011 at 10:45 AM

Mary Ann De Groot
Pipestone County Recorder



AMENDED DECLARATION OF PROTECTIVE COVENANTS – SOUTHWEST ACRES ADDITION

THIS DOCUMENT AMENDS DOCUMENT NO. 193935

THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS is made this 1st day of December, 2011 between the Pipestone Economic Development Authority of the City of Pipestone, a public body corporate and politic under the laws of the State of Minnesota (hereinafter referred to as the "Pipestone Economic Development Authority of the City of Pipestone"), and Jerry Zwak and Lori Zwak, Daniel G. Scotting and Melissa J. Scotting, Myles Zephier and Melissa Zephier, Kerry Johnson and Christy Ference, Michael A. Cooper and Debra L. Cooper, Mark N. Wiese and Shelley A. Wiese, and Scott F. Park and Maura M. Park (collectively, also hereinafter referred to as "Declarants") for the purpose of amending the Protective Covenants for the Southwest Acres Addition to the City of Pipestone, as follows:

RECITALS:

- A. That the Pipestone Economic Development Authority was the original owner of the land described below and was of record according to Plat File 25-A hereof recorded November 22, 2004 as document number 193934 on file in the office of the County Recorder of Pipestone County, State of Minnesota:

Lots 1 and 2, Block 1, Southwest Acres First Addition to the City of Pipestone
Lots 1 through 6, Block 2, Southwest Acres First Addition to the City of Pipestone
Lots 1 through 6, Block 3, Southwest Acres First Addition to the City of Pipestone

The Pipestone Economic Development Authority is also the owner of land more specifically described as:

Outlot A to the Southwest Acres First Addition to the City of Pipestone, as has been platted and is located within that real estate described as the Northeast Quarter (NE 1/4) of Section Sixteen (16), Township One Hundred Six (106), Range Forty-Six (46) west of the 5th P.M., County of Pipestone, State of Minnesota. This land is not subject to the Protective Covenants described in Recital B. below; and

- B. That the original instrument granting the Protective Covenants – Southwest Acres Addition was established by the Pipestone Economic Development Authority dated April 12, 2004 and filed November 22, 2004 as Document No. 193935 in the office of the County Recorder of Pipestone County, State of Minnesota; and
- C. The Pipestone Economic Development Authority of the City of Pipestone remains the current record owner of the following lots in the Southwest Acres First Addition to the City of Pipestone: Lots 1, 2, and 4 of Block 2; Lots 1, 2, 3, and 4 of Block 3, and Outlot A. The following persons are the current record owners of the following lots in the

Southwest Acres First Addition to the City of Pipestone, respectively: Jerry Zwak and Lori Zwak of Lot 2, Block 1; Daniel G. Scotting and Melissa J. Scotting of Lot 3, Block 2; Myles Zephier and Melissa Zephier of Lot 5, Block 2; Kerry Johnson and Christy Ference of Lot 6, Block 2; Michael A. Cooper and Debra L. Cooper of Lot 6, Block 3; Mark N. Wiese and Shelley A. Wiese of Lot 5, Block 3; Scott F. Park and Maura M. Park of Lot 1, Block 1; and

- D. The Declarants are the owners of all lots described in Recital A above, constituting ownership of each and every of lot, and therefore intend to exercise their right to unanimously agree to amend said covenants through this written document; and
- E. The Declarants desire to amend the original instrument granting these Covenants in order to amend certain provisions as set forth in the original instrument; and
- F. The Declarants are desirous of creating protective covenants and restrictions affecting all of the lots as described above for the purpose of insuring the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the community, and thereby secure each sit owner the full benefit and enjoyment of their home, with no greater restriction on the free and undisturbed use of their site than as necessary to insure the same advantages to the other site owners;
- G. Prior notice was given to all Declarants of a meeting of the Pipestone Economic Development Authority held March 9, 2009 at which Michael Cooper and Daniel Scotting were present and provided comment to the Pipestone Economic Development Authority. A special meeting of the Pipestone Economic Development Authority was held September 27, 2010 at which the matter of amending certain provisions in the original instrument was discussed at length. A further meeting was held on October 25, 2010 at 6:30 p.m. The Pipestone Economic Development Authority sent notice of this meeting, as well as a draft copy of this Amended Declaration, by mail to Jerry Zwak and Lori Zwak, Daniel G. Scotting and Melissa J. Scotting, Myles Zephier and Melissa Zephier, Kerry Johnson and Christy Ference, Michael A. and Debra L. Cooper, and requested their attendance and input at this meeting. The terms and conditions of this Amended Declaration was presented and discussed at length at this meeting of October 25, 2010. The terms and conditions were further discussed at length at a meeting of May 9, 2011 as well. Also at this meeting of May 9, 2011, the Pipestone Economic Development Authority resolved to sell lots within Southwest Acres to Mark N. Wiese and Shelley A. Wiese, and to Scott F. Park and Maura M. Park; these individuals have also received notice of this matter of amending certain provisions in the original instrument.

NOW, THEREFORE, the Declarants hereby make the following Amended Declaration to the original instrument as to the protective covenants and restrictions affecting the aforesaid lots as described above, meaning and intending to establish a uniform plan for the benefit of all lots owners and to continue said covenants running with the land, which shall be binding on the Declarants, their successors and assigns, and all subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

PROPERTY SUBJECT TO THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS.

Such real property as is described in Recital A above with the express exception of Outlot A as described in Recital A above.

Declarants hereby declare that all of the real property described Recital A above, with the express exception described in the previous sentence, shall be held, sold and conveyed subject to that original instrument established by the Pipestone Economic Development Authority dated April 12, 2004 and filed November 22, 2004 as Document No. 193935 in the office of the County Recorder of Pipestone County, State of Minnesota, certain provisions of which are amended by this Amended Declaration of Protective Covenants, and that Declarants mean and intend to establish a uniform plan for the benefit of all lots owners and to continue said covenants running with the land, which shall be binding on the Declarants, their successors and assigns, and all

subsequent owners of all or any part of said real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

As such, it is the stated intent of Declarants that the mutual benefits and burdens inuring to lot owners by virtue of the covenants of that original instrument and of this Amended Declaration of Protective Covenants run with the land and be enforceable by all owners of all lots duly identified and surveyed from such real property as is described in Recital A above, with the express exception of Outlot A, as described in Recital A above.

AMENDMENT OF PARAGRAPH 1

Paragraph 1 as written in the original instrument shall be replaced - for the real property legally described in Recital A above with the express exception of Outlot A, as described in Recital A above - with the following paragraph:

1. All lots shall be used as residential lots and shall be improved and occupied in accordance with the covenants granted by the original instrument filed as Document No. 193935 in the office of the County Recorder of Pipestone County, State of Minnesota, certain provisions of which are amended by this Amended Declaration of Protective Covenants. All such covenants granted by said original instrument and which are not so amended, remain in full legal effect.

AMENDMENT OF PARAGRAPH 2

Paragraph 2 as written in the original instrument shall be replaced – for the real property legally described in Recital A above with said express exception – with the following paragraph:

2. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached-single family dwelling. No dwelling shall be erected, altered, placed or permitted to remain on any lot which exceeds 2-1/2 (in words: two and one-half) stories in height. Such dwelling shall have an attached garage for at least two vehicles, but not more than four vehicles. Such dwelling may have one unattached building for storage purposes, provided that such building and the construction thereof otherwise complies with the provisions of City Code of the City of Pipestone. Detached buildings in the form of gazebos, pool houses, or the like shall be permitted. No satellite dishes exceeding 18” (in words: eighteen inches) in diameter or short wave radio antennas shall be permitted.

AMENDMENT OF PARAGRAPH 3

Paragraph 3 as written in the original instrument shall be replaced - for the real property legally described in Recital A above with said express exception - with the following paragraph:

3. No dwelling shall be located on any lot nearer than 25 (in words: twenty-five) feet from the front line. All other setback lines shall be in accordance with the City of Pipestone’s zoning and building codes.

AMENDMENT OF PARAGRAPH 4

Paragraph 4 as written in the original instrument shall be replaced - for the real property legally described in Recital A above with said express exception - with the following paragraph:

4. No houses of any type or design may be erected on any site located within Southwest Acres except such “stick-built” homes as are constructed on-site and except such “stick-built” homes as are constructed off-site. Under no circumstances shall “manufactured housing” – defined for the purposes of this paragraph 4 as a structure, transportable in one or more sections and built on a permanent chassis and without a permanent foundation – be erected on any site located within Southwest Acres.

AMENDMENT OF PARAGRAPH 6

Paragraph 6 as written in the original instrument shall be replaced - for the real property legally described in Recital A above with said express exception - with the following paragraph:

- 6. No trailer, basement, tent, shack, garage, barn or other outbuilding or uncompleted structure erected in said addition shall be used as a residence temporarily or permanently, nor shall any structure of temporary character be used as a residence.

AMENDMENT OF PARAGRAPH 10

Paragraph 10 as written in the original instrument shall be replaced - for the real property legally described in Recital A above with said express exception - with the following paragraph:

10. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. The express signed consent of 100% (in words: one hundred percent) of the landowners, of such real estate as is duly identified and surveyed out of the real property legally described in Recital A above with the express exception of Outlot A as described in Recital A above, must be obtained in order to amend the covenants granted in this Amended Declaration or in the original instrument. The consent of mortgagees or other lienholders to amend such covenants is not required except that such covenants may not be amended in a manner that adversely impacts the rights of mortgagees or other lienholders without the express signed consent of 100% (in words: one hundred percent) of the holders of duly recorded first mortgages. An amendment with this express signed consent of 100% (in words: one hundred percent) of the landowners adopted pursuant to this Paragraph 10 is not effective until it is recorded in the Office of the County Recorder of Pipestone County. The amendment must be signed by all such landowners as comprise this 100% (in words: one hundred percent) of the landowners and such owners' signatures must be acknowledged by a notary public. If there are two or more owners of a particular parcel or parcels of real estate, the owners of such parcel or parcels are not deemed to consent to an amendment unless all owners of such particular parcel or parcels consent in the form of their respective signatures to such amendment.

SIGNED, this 1st day of December, 2011

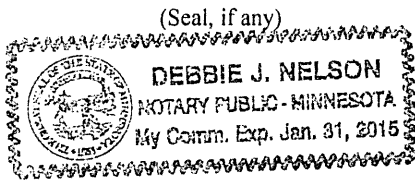
PIPESTONE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF PIPESTONE, a public body corporate and politic under the laws of the State of Minnesota.

By: Stevin B Werner
Its President

By: Jim Stout
Its Secretary/Treasurer

STATE OF MINNESOTA)
COUNTY OF PIPESTONE) SS.

This instrument was acknowledged before me on December 1, 2011 by Stevin B Werner as President of the Pipestone Economic Development Authority of the City of Pipestone and by Jim Stout as Secretary/Treasurer of the Pipestone Economic Development Authority of the City of Pipestone.



Debbie Nelson
(signature of notarial officer)
Title (and Rank): Notary Public
My commission expires: 01/31/2015
(month/day/year)

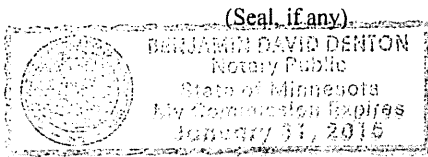
SIGNED, this 8th day of November, 2011

Jerry Zwak
Jerry Zwak

Lori Zwak
Lori Zwak

STATE OF MINNESOTA)
COUNTY OF PIPESTONE) SS.

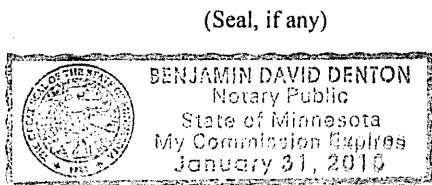
This instrument was acknowledged before me on November 8, 2011 by Jerry Zwak, husband of Lori Zwak.



Benjamin Denton
(signature of notarial officer)
Title (and Rank): Notary Public
My commission expires: January 31, 2015
(month/day/year)

STATE OF MINNESOTA)
COUNTY OF PIPESTONE) SS.

This instrument was acknowledged before me on November 8, 2011 by Lori Zwak, wife of Jerry Zwak.



Benjamin Denton
(signature of notarial officer)
Title (and Rank): Notary Public
My commission expires: January 31, 2015
(month/day/year)